

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

YOUTH RESIDENTIAL TREATMENT SERVICES AGREEMENT

This Agreement is entered into by El Paso County on behalf of the El Paso County Juvenile Probation Department (“Juvenile Probation”) and Pegasus Schools, Inc., a Texas nonprofit corporation, located at 896 Robin Ranch Road, P.O. Box 577, Lockhart, TX 78644, hereinafter referred to as “Service Provider”.

I. PURPOSE

- 1.1 The purpose of this Agreement is to provide Juvenile Probation with resident treatment services for children who have been adjudicated of delinquent conduct or conduct indicating a need for supervision and placement with Service Provider that is in the best interest of the child.

II. TERM

- 2.1 This Agreement will commence on October 1, 2024, and end on September 30, 2027. Juvenile Probation shall have the option to renew the contract for **two** additional **one-year terms** with the same terms and conditions contained as in this Agreement upon providing written notice to the Service Provider.
- 2.2 Either party may terminate this contract for convenience by providing the other Party **30** days’ written notice sent by certified mail, email or personal delivery to the non-terminating party’s principal office.
- 2.3 After receipt of a notice of termination, Juvenile Probation shall remove all juveniles placed in the facility on or before the termination date.

III. REPORTS & DOCUMENTATION

- 3.1 To assist Service Provider in fulfilling the reporting and documentation requirements contained in this Agreement, a list of due dates and Juvenile Probation points of contact are contained in **Exhibit A**. Exhibit A may be revised, or replaced in its entirety, by Juvenile Probation as necessary.

IV. OUT OF STATE PLACEMENT

- 4.1 Pursuant to Texas Family Code §162.105, a juvenile court may place a delinquent child in an institution in another state as provided by Article VI of the Interstate Compact on the Placement of Children (“ICPC”). After placement in another state, the juvenile court retains jurisdiction of the child as provided by Article V of the ICPC.

V. OPERATIONAL AUTHORITY

- 5.1 Service Provider owns and operates a residential treatment center identified as follows: Pegasus Schools, Inc. located at 896 Robin Ranch Road, P.O. Box 577, Lockhart, TX 78644 (“Facility”). The Facility is licensed by Texas Department of Family and Protective Services, a Texas state regulatory agency authorized to license facilities that provide 24-hour residential treatment to children. Service Provider will notify Juvenile Probation in writing of any changes to its licensing including administration, program type, and program components within **10** days from the effective date of the change. Service Provider will send a copy of its state licensing and any subsequent changes to the Juvenile Probation Residential Contract Care Supervisor and Contracts Specialist.

VI. SERVICES

- 6.1 **Placement.** Service Provider will provide 24-hour residential treatment services to children referred by Juvenile Probation and accepted by Service Provider (“Resident”). Juvenile Probation is under no obligation to refer Residents to Service Provider, and Service Provider is under no obligation to accept Residents. Service Provider will provide the basic needs in the following paragraphs:
- 6.2 **Level of Care Services.** Service Provider will provide the levels of care for which it is licensed. A Resident’s initial level of care must be approved by the Juvenile Probation Department Special Programs Unit Director, Placement Coordinator or designee. Any adjustments to a Resident’s level of care will be mutually agreed upon, yet ultimately approved by the Juvenile Probation Department Special Programs Unit Director, Placement Coordinator or designee. Juvenile Probation, may, at any time, inspect Service Provider’s records and interview both the Resident and employees of Service Provider to determine if a Resident is at a level of care necessary to meet the Resident’s treatment and service needs. At a minimum, Service Provider will provide level of care services equivalent to the level of care services effective at the time services are rendered in accordance with Texas Administrative Code, §§ 700.2301, 700.2321, 700.2341, and 700.2361:
- A. **Basic.** The Basic Service Level consists of a supportive setting, preferably in an environment that is designed to maintain or improve the child's functioning including:
1. Routine guidance and supervision to ensure the Resident’s safety and sense of security;
 2. Affection, reassurance, and involvement in activities appropriate to the Resident’s age and development to promote the child's well-being;
 3. Contact, in a manner that is deemed in the best interest of the Resident, with siblings, family members and other persons significant to the Resident to maintain a sense of identity and culture; and

4. Provision of services to help the Resident keep, learn or improve skills and functioning for daily living, as well as therapeutic and medical intervention and guidance from professionals or paraprofessionals, on an as-needed basis, to help the Resident maintain functioning appropriate to the Resident's age and development.

B. Moderate. The Moderate Service Level consists of a structured supportive setting, in which most activities are designed to improve the Resident's functioning including:

1. More than routine guidance and supervision to ensure the Resident's safety and sense of security;
2. Affection, reassurance, and involvement in structured activities appropriate to the Resident's age and development to promote the Resident's well-being;
3. Contact, in a manner that is deemed in the best interest of the Resident, with siblings, family members and other persons significant to the Resident to maintain a sense of identity and culture;
4. Provision of services to help the child keep, learn or improve skills and functioning for daily living, as well as therapeutic and medical intervention and guidance from professionals or paraprofessionals to help the child attain or maintain functioning appropriate to the child's age and development; and
5. For Resident's with primary medical needs, or a Resident who requires services to help the Resident keep, learn or improve skills and functioning for daily living, the Resident may require intermittent interventions from a skilled caregiver who has demonstrated competence.

C. Specialized. The Specialized Service Level consists of a treatment setting in which caregivers have specialized training to provide services to help the Resident keep, learn or improve skills and functioning for daily living, as well as therapeutic and medical support and interventions including:

1. 24-hour supervision to ensure the Resident's safety and sense of security, which includes close monitoring and increased limit setting;
2. Affection, reassurance, and involvement in therapeutic activities appropriate to the Resident's age and development to promote the Resident's well-being;
3. Contact, in a manner that is deemed in the best interest of the Resident, with siblings, family members and other persons significant to the Resident to maintain a sense of identity and culture;
4. Provision of services to help the Resident keep, learn or improve skills and functioning for daily living, as well as therapeutic and medical intervention and guidance that is regularly scheduled and professionally designed and supervised to help the Resident attain functioning appropriate to the Resident's age and development; and
5. For a Resident with primary medical needs or who requires services to help the Resident keep, learn or improve skills and functioning for daily living, the Resident may require regular interventions from a caregiver who has

demonstrated competence.

D. Intensive. The Intensive Service Level consists of a high degree of structure, preferably in a family, to limit the child's access to environments as necessary to protect the child. The caregivers have specialized training to provide services to help the child keep, learn or improve skills and functioning for daily living as well as intense therapeutic supports and interventions with limited outside access, including:

1. 24-hour supervision to ensure the Resident's safety and sense of security, which includes frequent one-to-one monitoring with the ability to provide immediate on site response;
2. Affection, reassurance, and involvement in therapeutic activities appropriate to the Resident's age and development to promote the Resident's well-being;
3. Contact, in a manner that is deemed in the best interest of the Resident, with siblings, family members and other persons significant to the Resident, to maintain a sense of identity and culture;
4. Provision of services to help the Resident keep, learn or improve skills and functioning for daily living, as well as therapeutic and medical intervention and guidance that is frequently scheduled and professionally designed and supervised to help the child attain functioning more appropriate to the Resident's age and development;
5. Consistent and frequent attention, direction, and assistance to help the Resident attain stabilization and connect appropriately with the Resident's environment;
6. For a child Resident with intellectual or developmental disabilities needs, the Resident may require professionally directed, designed, and monitored interventions to enhance mobility, communication, sensory, motor, and cognitive development, and self-help skills; and
7. For a Resident with primary medical needs or who requires services to help the Resident keep, learn or improve skills and functioning for daily living or requiring frequent and consistent interventions, the Resident may be dependent on people or technology for accommodation and require interventions designed, monitored, or approved by an appropriately constituted interdisciplinary team.

6.3 **Education.** Within the limits of state and federal law, Service Provider will provide each Resident with a free and appropriate public education. This includes components of the Resident's Individual Education Plan (IEP) developed by the school's Admission, Review, and Dismissal (ARD) committee, if appropriate.

6.4 **Additional Services.** Service Provider will provide to a Resident any additional amenities and services not included in the level of care services that are provided to all children placed at its Facility. Additional amenities and services may include allowances, haircuts, special hygiene items, and transportation for approved furloughs.

6.5 **Medical and Psychiatric.** Service Provider will provide any psychiatric, medical, routine

and preventative dental, vision care treatment required to meet the needs of the Resident. Excluding emergency situations, Service Provider will obtain prior consent from a Resident's Probation Officer to incur any costs associated with psychiatric and medical needs. In any event, Resident will always be provided emergency psychiatric and medical care.

- 6.6 **Medications.** Service Provider shall provide appropriate over-the-counter medications, medical supplies and first aid to residents. Service Providers shall secure prescriptions and administer prescribed medications as directed by a medical doctor. All medications shall be properly secured. Upon a resident's scheduled discharge, the Service Provider shall provide the resident with a 30-day supply of medication and/or a prescription for a minimum 30-day supply of medication to the assigned JPD transporting officer on the day of transport/discharge date.
- 6.7 **Individualized Treatment Plan ("ITP").** Service Provider will ensure completion of a comprehensive assessment for the development of a service plan for each Resident within **30** days of placement, or within a time period as agreed upon by the Juvenile Probation Residential Contract Care Supervisor. The ITP will contain specific behavioral goals that are appropriate to the Resident and the types of services to be provided under the appropriate levels of care. When setting a Resident's behavioral goals, Service Provider should use the following **nine** domains: Medical, Safety and Security, Recreational, Educational, Mental/Behavioral Health, Relationship, Socialization, Permanence, and Parent and Child Participation. A Resident is not required to have a goal in each domain; however, a Resident may have one or more different goals within the same domain. Service Provider will provide a copy of the ITP to the Juvenile Probation Residential Contract Care Supervisor and the Resident's Probation Officer within **10** working days following its completion.
- 6.8 **ITP Review Meetings.** ITP Review Meetings will be conducted at a minimum of every **90** days, or as agreed upon by the Juvenile Probation Residential Contract Care Supervisor. Service Provider will initiate and document ITP Review Meetings and attempted ITP Review Meetings among Service Provider, a Resident's Probation Officer, a Resident's parent, legal guardian or custodian, and the Resident for the purpose of justifying continued placement. If a Resident's Probation Officer is unable to personally attend the ITP Review Meeting, Service Provider will accommodate the Probation Officer's participation via conference call or other means. Once a Resident has met the goal(s) identified in the ITP, new goals should be developed for the Resident. The ITP must contain documentation acknowledging that the plan was developed in consultation with the Resident, the Resident's parent/legal guardian/custodian, and the Resident's Probation Officer. A copy of the placement justification will be submitted to the Juvenile Probation Residential Contract Care Supervisor and the Resident's Probation Officer within 10 working days following an ITP meeting.
- 6.9 **Service Reports.** Service Provider will provide Service Reports indicating each Resident's progress at the Service Provider's Facility. **This report will contain (without**

limitation): (1) total hours of professional or paraprofessional counseling and treatment provided; (2) each Resident's progress in achieving the ITP goals; (3) any issues that Service Provider feels may hinder a Resident's ability to complete the Service Provider's program; (4) the terms of probation (if applicable); and (5) the number and type of investigations made by Service Provider's licensing agency (or any law enforcement agency) due to reports of abuse and/or neglect. Service Reports will be completed once a month, unless otherwise agreed to by the Deputy Chief Probation Officer of Mental Health Services and will be emailed to the Deputy Chief Probation Officer of Mental Health Services, the Juvenile Probation Residential Contract Care Supervisor, and the Resident's Probation Officer within **10** working days following completion of the report.

6.10 Duty to Report. Allegations Occurring Inside the Facility. As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapter 358, or successor provisions, Service Provider, and any of its employees, interns, volunteers or contractors, shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving a juvenile in a juvenile justice facility or juvenile justice program in the following manner:

A. For all allegations and incidents except sexual abuse and serious physical abuse, within twenty-four (24) hours from the time the allegation is made, to the following:

1. Local law enforcement agency; and
2. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263 or emailing abuse neglect@tjjd.texas.gov, followed by submitting the report within 24 hours of said call). In addition, for serious incidents, a treatment discharge form or other medical documentation that contains evidence of medical treatment pertinent to the reported incident shall be submitted to the Texas Juvenile Justice Department within 24 hours of receipt; and
3. With respect to juveniles placed by El Paso County Juvenile Probation Department, the TJJD Incident Report Form shall also be sent to the El Paso County Juvenile Probation Placement Coordinator within 24 hours via email.

B. For allegations and incidents of sexual abuse or serious physical abuse:

1. Local law enforcement agency immediately, but no later than one (1) hour from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone to law enforcement;
2. Texas Juvenile Justice Department immediately, but no later than four (4) hours from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone by

calling toll-free 1-877-786-7263. Within 24 hours of the report by phone, the completed TJJD Incident Report Form shall be submitted by facsimile to 1-512-424-6717 or by emailing abuseneglect@tjjd.texas.gov; and

C. Allegations Occurring Outside the Facility. Any person who witnesses, learns of, receives an oral or written statement from an alleged victim or other person with knowledge or who has a reasonable belief as to the occurrence of alleged abuse, neglect, exploitation, death or other serious incident involving a child, but that is not alleged to involve an employee, intern, volunteer, contractor, or service provider of a program or facility, shall be immediately reported to law enforcement or to other appropriate governmental unit as required in Texas Family Code Chapter 261.

D. As used within this Agreement:

1. An allegation or incident includes the witnessing, learning, or receiving an oral or written statement from an alleged victim or other person with reasonable belief or knowledge as to the occurrence of an alleged abuse, neglect, exploitation, death or other serious incident involving a child in a juvenile justice facility or juvenile justice program.
2. A serious incident is attempted escape, attempted suicide, escape, reportable injury, youth-on-youth physical assault or youth sexual conduct.
3. Sexual abuse is conduct committed by any person against a child that includes sexual abuse by contact or sexual abuse by non-contact.
4. Serious physical abuse is bodily harm or condition that resulted directly or indirectly from the conduct that formed the basis of an allegation of abuse, neglect or exploitation, if the bodily harm or condition requires medical treatment by a physician, physician assistant, licensed nurse practitioner, emergency medical technician, paramedic or dentist.
5. A juvenile justice facility is a facility, including its premises and affiliated sites, whether contiguous or detached, operated wholly or partly by or under the authority of the governing board, juvenile board or by a private vendor under a contract with the governing board, juvenile board or governmental unit that serves children under juvenile court jurisdiction. The term includes: a public or private juvenile post-adjudication secure correctional facility required to be certified in accordance with the Texas Family Code; and a public or private non-secure juvenile post-adjudication residential treatment facility housing children under juvenile court jurisdiction.
6. A juvenile justice program is a program or department operated wholly or partly by the governing board, juvenile board or by a private vendor under contract with the governing board or juvenile board that serves children under juvenile court jurisdiction or juvenile board jurisdiction. The term includes a

juvenile justice alternative education program and a non-residential program that serves juvenile offenders while under the jurisdiction of the juvenile court or juvenile board jurisdiction and a juvenile probation department.

7. For purposes of this section, a "professional" means an individual who is licensed or certified by the state or who is an employee of a facility licensed, certified, or operated by the state and who, in the normal course of official duties or duties for which a license or certification is required, has direct contact with children. The term includes teachers, nurses, doctors, day-care employees, employees of a clinic or health care facility that provides reproductive services, juvenile probation officers, and juvenile detention or correctional officers.

6.11 **Duty to Report: Children under the Supervision of Juvenile Probation.** In addition to the reporting requirements set forth in section 6.10 herein, with respect to all children under the supervision of Juvenile Probation, a report of an allegation or incident of physical abuse, sexual abuse, sexual harassment, neglect, exploitation, death or other serious incident must immediately be called in to the Placement Coordinator, and a copy of the written report must be emailed to the El Paso County Director of Special Programs and the Placement Coordinator within **24 hours**.

6.12 **Emergency Notification.** Service Provider will immediately notify a Resident's parent/legal guardian/custodian, the Resident's Probation Officer, and the Juvenile Probation Residential Contract Care Supervisor if a Resident in placement makes an unauthorized departure, becomes seriously ill, or is involved in a serious accident. In the event of serious illness or accident and for any required follow-up care, Service Provider will transport the Resident to the nearest hospital or emergency care facility.

6.13 **Discharge and Release.** Juvenile Probation reserves the right to terminate a Resident's placement with Service Provider at its discretion. Service Provider must not release a Resident to any person or agency other than an authorized Juvenile Probation designee without the express consent of the Residential Contracted Care Supervisor.

- A. Upon successful completion of the program, a Discharge Plan to include, but not limited to, school records, school withdrawal form and community service hours form (if applicable), needs to be provided to the supervising probation officer on the date of discharge.
- B. Should a resident be negatively discharged, a Discharge Plan to include, but not limited to, school records, school withdrawal form and community service hour's form, must accompany the resident at the time of transport to the El Paso County Juvenile Detention Center. Failure to comply with this provision will result in withholding of payment.

6.14 **Survey of Sexual Victimization (SSV).** Service Provider will document every allegation

of sexual abuse and sexual harassment using the most recent version of the Department of Justice's SSV. Service Provider will provide a copy of the SSV for the previous calendar year to the Juvenile Probation Placement Coordinator, Director of Special Programs and or designee no later than April 30th of each year.

6.15 **Federal Prison Rape Elimination Act of 2003 (34 USC Ch. 303; 28 C.F.R. Part 115) ("PREA").** PREA requires that all "Juvenile Facilities" adopt and comply with PREA, which establishes a zero-tolerance standard against sexual assault and sexual harassment of incarcerated persons, including juveniles. For purposes of PREA, a "Juvenile Facility" is a facility that, on an annualized basis, more than 50% of its population consists of juveniles confined pursuant to the juvenile justice or criminal justice system.

- A. If Service Provider's Facility is a "Juvenile Facility", Service Provider will adopt and comply with the PREA standards and permit Juvenile Probation to monitor its Facility and records as necessary to ensure that Service Provider is complying with PREA standards. Service Provider will also provide to the Juvenile Probation Placement Coordinator a copy of its most recent PREA audit and a copy of each subsequent audit. The cost of conducting a PREA audit will be the responsibility of Service Provider.
- B. If Service Provider's Facility is not a "Juvenile Facility", Service Provider will provide to the Juvenile Probation Contracts Attorney a letter signed by an authorized representative of Service Provider that states: "On an annualized basis, less than 51% of our facility population is comprised of juveniles confined pursuant to the juvenile justice system or criminal justice system."

VII. EVALUATION CRITERIA

7.1 Juvenile Probation will monitor and evaluate Service Provider for programmatic compliance with this Agreement and the effectiveness of Service Provider's program based on the goals, outputs, and outcomes listed below. Service Provider will provide to the Placement Coordinator the information contained in sections 7.1.B.1-4 and 7.1.C.1-3, below, by the 15th day following December 31st, March 31st, June 30th, and September 30th. These reports will only be completed if a Resident has received services from Service Provider during the reporting period.

A. **Goals.** Juvenile Probation will evaluate Service Provider's performance under this Agreement according to the following specific performance goals:

- 1. Ensure that each Resident shows improvement in the goals set forth in the Resident's ITP.
- 2. Ensure that each Resident successfully completes placement at the Service Provider's program.
- 3. Ensure that the Service Provider's program effectively promotes the prevention of a Resident's re-referral to the juvenile or criminal justice system, or commitment to TJJD.

B. **Outputs.** Juvenile Probation will additionally evaluate Service Provider's

performance under this Agreement according to the following output measures:

1. The number of Residents who received services in Service Provider's program during the monitoring period.
 2. The number of Residents who made progress in their identified goals set forth in the ITP. If a Resident has shown improvement in 50% or more of the identified goal(s) during the monitoring period, the Resident will be considered to have made progress.
 3. The number of Residents who were successfully discharged from Service Provider's program.
 4. The number of Residents who were unsuccessfully discharged from Service Provider's program.
- C. **Outcomes.** Juvenile Probation will further evaluate Service Provider by the following outcome measures:
1. Percentage of Residents who made progress towards their goals.
 2. Percentage of Residents who were successfully discharged from Service Provider's program.
 3. Percentage of Residents who were unsuccessfully discharged from Service Provider's program.
 4. Percentage of Residents who were successfully discharged from Service Provider's program and subsequently re-offended and/or were committed to TJJD within one, two, and three years of completion.

VIII. COMPENSATION

8.1 **Per Diem Rate.** For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay the Service Provider the daily rate per day for each juvenile admitted for the following Level of Care:

A.	Basic Level of Care	\$ N/A_
B.	Moderate Level of Care	\$ N/A_
C.	Specialized Level of Care	\$ <u>227.34</u>
D.	Intensive Level of Care	\$ N/A_

**The daily rate shall be paid to the Service Provider from the initial intake date to through the date prior to the exit date. There will be no charge on day of exit. **

8.2 **Additional Costs.** Additional Costs. Any and all medical, dental, or psychiatric treatment costs, as well as other expenses not provided in Service Providers program, the Service Provider shall submit through electronic notification (i.e., email) identified services, dates of services and estimated costs. Based on information submitted by the Service Provider, a Juvenile Probation employee will generate an authorization of service contract. An

authorization of service contract must be approved by the Juvenile Probation and received by Service Provider prior to services being rendered. Failure to do so will result in Service Provider absorbing the cost for services not approved. The Service Provider shall designate an e-mail address of where the authorization of service contract must be submitted by the Juvenile Probation. Exceptions may be granted if it is medically determined that dental and/or medical services are required due to an emergency involving an immediate danger to the health and safety of the client.

Polygraph. For children participating in sex offender treatment, the cost of the Offense Summary Polygraph and the Sexual History polygraph will be paid by the Service Provider. Additional polygraphs required due to the child failing one or both of the aforementioned exams will be paid by the Service provider. Service Provider shall not seek reimbursement for any polygraph administration.

- 8.3 **Payment from Other Sources.** Service Provider will use its best efforts to seek and obtain all benefits available from other sources for a youth's medical, dental, psychiatric, or other costs that are not included in the per diem rate. Service Provider will initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for a Resident who may be eligible for Medicaid. Any income received by Service Provider toward the support of a Resident from sources other than this Agreement, including (without limitation) a Resident's parent/legal guardian/custodian, Medicaid, Social Security, medical insurance coverage, or other sources, must be documented as to each Resident for whom a billing is submitted and deducted from the invoice submitted to Juvenile Probation. Documentation must include the Resident's name, Resident's PID number, the dates and times services were provided, and such other information deemed necessary for adequate fiscal control.
- 8.4 **Invoice Submission.** Service Provider will submit an invoice for payment of per diem rate services and additional costs for which Service Provider obtained prior approval from Juvenile Probation and was unable to recoup costs from other sources. Service Provider will submit an invoice for payment to the Juvenile Probation Fiscal Office on a monthly basis, within **10** working days following the end of the invoiced month, by emailing the invoice to **jpdaccounting.gem@epcounty.com**. Each invoice received for payment will be reviewed by Juvenile Probation to monitor Service Provider for financial compliance with this Agreement. The invoice will: be on Service Provider's letterhead; be given an invoice number; list the names of current Residents and their SID numbers, and reference the contract number assigned by Juvenile Probation. Each invoice will include information necessary for adequate fiscal control, including (without limitation): number of placement days for each Resident, specific dates of placement; additional medical, dental, psychiatric, and other services as pre-approved by the Juvenile Probation Residential Contract Care Supervisor or as provided in the event of emergency; the level of care provided for each Resident; and the current per diem rate. Invoices submitted by Service Provider in proper form will be paid by Juvenile Probation in a timely manner. Any invoices received 30 days after the 10 working days following the end of the invoiced month, may not be processed for payment. Any inquiries regarding an invoice or payment should be directed to **jpdaccounting.gem@epcounty.com**.

- 8.5 **Furloughs.** Juvenile Probation recognizes that part of a Resident's rehabilitation may include time away from Service Provider's Facility, such as weekends and holidays, and that Service Provider must retain space for the Resident until his/her return. To this end, Juvenile Probation agrees to pay Service Provider the full amount due for such regularly scheduled days away from the residential setting or its program, provided they do not exceed **four** days per month per client and that prior approval has been obtained by Juvenile Probation. Furloughs will not be authorized for the first **90** days of placement, or until the completion of the first ITP Review, whichever comes first, except in only highly unusual situations. ITPs may warrant more than **four** days away from the Service Provider's facility. However, this may only be done if approved in writing by the Juvenile Probation Residential Contract Care Supervisor, and any such additional days will not be charged to Juvenile Probation.
- 8.6 **Duplicate Payments.** To avoid duplicate payments for Residents being transferred to another childcare agency under contract with Juvenile Probation, the other childcare agency will bill Juvenile Probation on the day the Resident is transferred into their program; Service Provider will not bill Juvenile Probation for the last day of care.
- 8.7 **Other Costs.** Services which are not directly addressed by this Agreement must be submitted for approval with associated billing for reimbursement from Juvenile Probation.
- 8.8 **Payment Claims.** Service Provider agrees to make claims for payment or direct any payment disputes to Juvenile Probation's Fiscal Officer at **jpdaccounting.gem@epcounty.com**. Service Provider will not contact other department employees regarding any claims of payment.
- 8.9 **Funding Contingency.** Service Provider agrees and understands that all financial obligations of Juvenile Probation provided for in this Agreement for which current revenue is not available will be contingent on the availability of appropriated funds to meet Juvenile Probation's obligations.

IX. ACCOUNTING, REPORTING, & AUDITING

- 9.1 **Eligible to Receive State Funds.** Pursuant to Texas Family Code § 231.006, Service Provider certifies that it is eligible to receive payment for services under this Agreement and that no individual, sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% in Service Provider's agency, who has been ordered to pay child support under Title 5 of the Texas Family Code, is more than **30** days delinquent. Service Provider acknowledges that this Agreement may be terminated, and payment may be withheld, if this certification is inaccurate. **(Exhibit B)**
- 9.2 **Acceptance of State Funds.** Service Provider understands that acceptance of state funds under this Agreement acts as acceptance of the authority of the El Paso County Auditor's office, or any appropriate state agency, or any successor agency, to conduct an audit or investigation in connection with those funds. Service Provider further agrees to cooperate

fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Service Provider will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate are included in any subcontract or arrangement Service Provider enters into in which funds received under this Agreement form all or part of the consideration.

- 9.3 **Generally Accepted Accounting Principles ("G.A.A.P.").** Service Provider acknowledges that state funds may be used to pay for services rendered to under this Agreement. For this reason, Service Provider will account separately for the receipt and expenditure of all funds received from Juvenile Probation, and will adhere to G.A.A.P. in the accounting, reporting and auditing of such funds.
- 9.4 **Documentation of Services.** Service Provider will maintain and make available to Juvenile Probation documentation of time spent in the performance of services to children under the supervision of Juvenile Probation and will provide any leave documentation provided by employees, interns, volunteers, sub-service providers and private vendors.
- 9.5 **Examination & Evaluation.** Service Provider will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Agreement and/or to review its records periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, and interview or questionnaire administration to Service Provider staff and other individuals when deemed necessary.
- 9.6 **Requests for Information.** Service Provider will comply in a timely and complete manner with all of Juvenile Probation's requests for information as a part of the monitoring, auditing, or investigatory process.
- 9.7 **Records Retention.** Service Provider will retain and make available to Juvenile Probation all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of 7 years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved. Service Provider will also make available all contractual agreements with Service Provider's sub-service providers for services related to this Agreement.
- 9.8 **Sanctions.** Juvenile Probation may conduct monitoring and evaluation of the performances of the Service Provider, or any sub-service Provider rendered pursuant to this Agreement every six months through use of the private Service Provider Contractual Monitors and Evaluation Report. JPD will notify the Service Provider in writing of any deficiencies noted during such monitoring and may initiate the withholding, suspension or reduction of payments as appropriate, based upon such monitoring.
- 9.9 As determined in the reasonable judgement of Juvenile Probation, failure of the Service Provider to comply with any provisions of this Agreement or a failure to achieve set goals and/or outcomes or failure of the Service Provider to properly administer subcontracts and

take appropriate corrective action in the event of violations by subcontracts may be considered a material breach of this Agreement and may result in withholding, suspension or reduction in payments or in immediate termination of this Agreement as well as refund of payments made. Service Provider may be ineligible to receive future contracts.

- 9.10 Service Provider warrants that it is certified, approved or licensed by all federal, State or local regulatory agencies or departments in compliance with all applicable regulatory agency or department policies, procedures and administrative rules to regulate any activity performed by the Service Provider. Current proof of such certification, approval, license, registration or any other required regulatory permits shall be provided to Placement Coordinator within thirty (30) days of execution of this Agreement.
- 9.11 Service Provider shall disclose to Juvenile Probation any pending or initiated criminal or governmental investigation within the last twelve (12) months as well as within 3 business days during the term of this Agreement along with any results and/or findings related to the Service Provider.

X. REPRESENTATIONS

- 10.1 **Authority to Contract.** Service Provider states that it has all necessary right, title, license and authority to enter into this Agreement.
- 10.2 **Qualified to do Business.** Service Provider states that it is qualified to do business in the state in which it is conducting business under this Agreement; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the state in which it is conducting business under this Agreement, the State of Texas, the County of El Paso, or any other political subdivision of the State of Texas or the state in which it is doing business under this Agreement.
- 10.3 **Legal Compliance.** Service Provider will adhere to all federal, state, county and city laws, ordinances, regulations, and standards applicable to the provision of services described in this Agreement and the performance of all obligations undertaken pursuant to this Agreement.
- 10.4 **Assignment.** Service Provider will not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of Juvenile Probation.
- 10.5 **Notice of Suit.** Service Provider will notify Juvenile Probation within **5** days of receiving notice if any of Service Provider's employees, volunteers, and other individuals acting under the auspices of Service Provider is named as a party in a civil lawsuit or criminal proceeding if the lawsuit relates to services provided under this Agreement.

- 10.6 **Health & Safety of Youth.** Service Provider will ensure that all of its programs, services, and facilities provide adequate health and safety protections, procedures, and policies for all youth being serviced.
- 10.7 **Confidentiality.** Service Provider will maintain strict confidentiality of all information and records relating to all children under the supervision of Juvenile Probation and will not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.
- 10.8 **Judicial Proceedings or Hearings.** Service Provider will cooperate with and testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter Juvenile Probation considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.
- 10.9 **Insurance.** Service Provider will comply with the following Insurance Requirements:
- Service Provider must defend, indemnify and hold harmless El Paso County, the El Paso County Juvenile Board, the El Paso County Juvenile Probation Department their officers, agents and employees from all claims or causes of action of any kind for injury or damage of any kind to any person or property brought by or on behalf of any person due to or related to the negligence or intentional act or omission of Service Provider, its agents, employees, or sub-Service Providers. Service Provider must pay any and all damages assessed against El Paso County, El Paso County Juvenile Board, and the El Paso County Juvenile Probation Department their officers, agents or employees, arising out of such negligence or intentional acts.
- Service Provider must maintain at Service Provider's own expense, Professional Malpractice Insurance with a policy limit of not less than **\$1,000,000.00**. Such policy will be with an insurance company licensed to do business in Texas and must be satisfactory to the County. **All insurance policies will name the County and the El Paso County Juvenile Board, their officers, employees as additional insured and shall provide that the County shall be given at least thirty (30) days advance written notice of any lapse, amendment or cancellation.** Service Provider will provide a copy of its current insurance policy to the Juvenile Probation Department Director of Special Programs, Placement Coordinator, or designee.
- 10.10 **Equal Opportunity.** Service Provider will respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, parent/legal guardian/custodian on the basis of age, race, color, sex, religion, disability, national origin, or other legally protected categories, classes, or characteristics.
- 10.11 **Boycott Israel.** Under Texas Government Code Chapter 2271 Service Provider certifies

that it has not, and will not, boycott Israel during the term of this Agreement. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

- 10.12 **Firearms certification.** Under Texas Government Code Chapter 2274, Service Provider certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or trade association and that it will not discriminate during the term of this Agreement against a firearm entity or trade association.

XI. MISCELLANEOUS

- 11.01 **Texas Tort Claims Act.** Juvenile Probation and Service Provider acknowledge that they are political subdivisions of the State of Texas and that they are subject to and will comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death. (Governmental Agency)
- 11.2 **Governmental Immunity.** The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the El Paso County Juvenile Probation Department or the County of El Paso have under law.
- 11.3 **Agreements Superseded.** This Agreement constitutes the sole and only Agreement of the parties and supersedes any prior understandings or written or oral Agreement between the parties.
- 11.4 **Amendments.** No amendment, modification, or alteration of the terms of this Agreement will be binding unless they are in writing, be dated subsequent to the date of this Agreement, and are duly executed by the parties.
- 11.5 **Validity.** If any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.
- 11.6 **Law & Venue.** This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any litigation arising from this Agreement must be in El Paso County, Texas.

XII. DEFAULT

12.1 Service Provider defaults by:

- A. Failing to comply with any federal or state law, administrative rule, or regulation applicable to the services provided in this Agreement;
- B. Failing to perform its duties and responsibilities in accordance with the terms and conditions of this Agreement; or
- C. Failing to achieve the defined goals and outcomes contained in this Agreement.

12.2 An event of default will occur when, after receiving notice of default by Juvenile Probation, Service Provider does not cure such default within a period of time as designated by Juvenile Probation.

12.3 A default or an event of default as defined in Article XII may result in payment being withheld or permanently suspended in whole or in part. Service Provider may also become ineligible to enter into future agreements with Juvenile Probation.

XIII. TERMINATION

13.1 This Agreement may be terminated:

- A. Upon an event of default as defined in section 12.1;
- B. Upon expenditure of available funds as stated in section 8.9;
- C. Upon 30 days' written notice by either party to the other party; or
- D. At any time by mutual agreement in a writing signed by both parties.

13.2 If at any time during the term of this Agreement Juvenile Probation, in its sole discretion, determines that the safety of a Resident being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

XIV. NOTICE

14.01 Except as expressly provided in this Agreement, any notice required or permitted to be given under this Agreement shall be in writing and delivered in person or by registered or certified mail, return receipt requested, postage prepaid, to the individual at the address below:

To Service Provider:

Name: Chris Moody (or successor in office)

Title: CEO

Service Provider: Pegasus Schools, Inc.

Address: 896 Robin Ranch Road, Lockhart, TX 78644

To Juvenile Probation:

**Rosie Medina (or successor in office) Chief Juvenile Probation Officer
El Paso County Juvenile Probation Department
6400 Delta Drive
El Paso, Texas 79905**

**EACH PERSON SIGNING THIS AGREEMENT AFFIRMS THAT HE OR SHE HAS THE
AUTHORITY TO BIND THE PARTY FOR WHICH HE OR SHE SIGNS TO ALL OF
THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

EXECUTED

**EL PASO COUNTY ON BEHALF OF THE EL PASO COUNTY JUVENILE PROBATION
DEPARTMENT**

Hon. Ricardo A. Samaniego
El Paso County Judge
Date: _____

PEGASUS SCHOOLS, INC.

Chris Moody
CEO

Printed Name

Date: _____

ATTACHED EXHIBITS:

Exhibit A- Contract Reports and Documentation Reference Sheet

Exhibit B- Affidavit of Eligibility to Receive State Funds

EXHIBIT A

CONTRACT REPORTS AND DOCUMENTATION REFERENCE SHEET

ITEM	SECTION	DUE	JUVENILE PROBATION DESIGNEE
State Licensing & Subsequent Licensing Changes	5.01	Licensing: Prior to Agreement execution. Licensing Changes: Within 10 days.	Placement Coordinator
Insurance Policy	10.09	Prior to execution of this Agreement.	Placement Coordinator
Individualized Treatment Plan (ITP)	6.08	Completed within 30 days of a youth placement at Facility. And report submitted within 10 working days of document being finalized (all signatures required).	Youth Probation Officer & Case Manager
ITP Review Report	6.09	Within 10 days following an ITP Review Meeting (all signatures required).	Youth Probation Officer & Case Manager
Monthly Progress Report (MPR)	6.11	Within 10 days following the end of the reported month (all signatures required).	Youth Probation Officer & Case Manager
Duty to Report	6.12	Incident Reports within 3 business days after incident.	Youth Probation Officer and Case Manager
Discharge Plan	6.14	At time of any type of discharge.	Youth Probation Officer & Case Manager
Quarterly Reports	7.01	15 th day following December 31 st , March 31 st , June 30 th , and September 30 th .	Placement Coordinator
Survey of Sexual Victimization	6.15	Located at: http://www.bjs.gov/index.cfm?ty=dcdetail&iid=406 → "Questionnaires" → "SSV6". Due: April 30th of each year.	Juvenile Probation General Counsel
PREA Audit or Exemption Letter	6.16	Letter: Promptly after Agreement signed; <i>or</i> Audit: Upon completion of audit.	Placement Coordinator
Invoices	8.05	Within 10 days following the end of the invoiced month.	Accounting Department

JUVENILE PROBATION DESIGNEE	CONTACT INFORMATION
Director of Special Programs	Camar Jackson (or successor in office) Ca.Jackson@epcountytexas.gov 915-273-3491 x2183
Juvenile Probation Manager of Aftercare Services	Catherine Garcia (or successor in office) Cat.Garcia@epcountytexas.gov 915-273-3491 x2177
Juvenile Probation Title IV-E Coordinator	Merissa Amerena (or successor in office) M.Amerena@epcountytexas.gov 915-273-3491 x2170
Youth Probation Officer	Name: As assigned. Contact Juvenile Probation Manager or Placement Coordinator
Juvenile Probation General Counsel	Evette Ugues (or successor in office) Ev.Ugues@epcountytexas.gov 915-273-3238 x1112
Accounting Office	Mackenzie McLaughlin, Director of Finance (or successor in office) M.McLaughlin@epcountytexas.gov 915-273-3491 x2050

Affidavit of Eligibility to Receive State FundsTEXAS
JUVENILE
JUSTICE
DEPARTMENT**TEXAS JUVENILE JUSTICE DEPARTMENT
CHILD SUPPORT AFFIDAVIT****TEXAS FAMILY CODE, SECTION 231.006
INELIGIBILITY TO RECEIVE STATE GRANTS, LOANS OR
RECEIVE PAYMENT ON STATE CONTRACTS**

A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials or services, or receive a state-funded grant or loan until:

1. All arrearages have been paid;
2. The obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or
3. A court-ordered exemption has been granted.

CERTIFICATION STATEMENT

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. The contractor understands that it is the contractor's responsibility to verify whether a child support obligor who is more than 30 days delinquent is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

1. The contractor certifies that:

- ☐ D The individual or partner, shareholder, or owner of the business entity **IS NOT** a parent that has been ordered by a Texas Court to pay child support under Title 5 of the Texas Family Code. OR
- ☐ D The individual or partner, shareholder, or owner of the business entity **IS** a parent that has been ordered by a Texas Court to pay child support under Title 5 of the Texas Family Code.

2. The contractor identified below **IS NOT** a governmental entity or a nonprofit corporation and certifies to the following:

The contractor is: (check one):

- ☐ D An individual or sole proprietor, or
- ☐ D A business entity (corporation, partnership, joint venture, limited liability company, association, etc.)

EXHIBIT B

3. The contractor certifies that the following is a complete list of the names and social security numbers of either (a) the individual or sole proprietor who is the contractor or (b) each partner, shareholder, or owner with an ownership interest of at least 25% of the contractor/business entity:

Printed Name: _____

Social Security Number: _____ Percent Ownership: _____

Printed Name: _____

Social Security Number: _____ Percent Ownership: _____

Printed Name: _____

Social Security Number: _____ Percent Ownership: _____

SIGNED this ____ day of _____, 20__ .

Signature of Contractor

Signature Authorized Representative

Printed Name

SWORN TO AND SUBSCRIBED before me on the ____ day of _____, 20__ .

Notary Public, State of Texas
Notary's Printed Name

My Commission Expires: _____